

# Rise Realty & Mgmt Co

Welcome On-Line Bidder!

Thank you for your interest in our upcoming Property for On-Line Auction. The following information is for your review and includes: [On-Line Bidding Link can be found at www.dafauction.com](http://www.dafauction.com)

1. Auction Contract, Real Estate Forms, Terms & Conditions
2. Real Estate Information & Other Relevant Information

Please note this is an ON-LINE ONLY Real Estate Auction. All Bidders must register for the auction. Registration can be found at Auction Ohio's Website [www.auctionohio.com](http://www.auctionohio.com). You can also search under the Affiliate Tab for Rise Realty. Bidder's represented by a Real Estate Brokerage must be pre-registered at least 24 hours prior to auction. There will be a 10% (Ten Percent Buyer's Premium added to the final Bid Price).

If successful, Bidder will be contacted after the auction. Auctioneer will setup a time to meet the Buyer to sign the contracts and accept the required non-refundable deposit (amount as advertised) in the form of a Cashier's Check made payable to Rise Realty & Mgmt Co. The deposit will be dispersed as stated in the contract at a successful closing of the said property.

Please review all of the documents and if you should need further information, we can be contacted at the information below.

Thank You and Good Luck!

**RISE REALTY & Mgmt Co.**

David Flood - Auctioneer- Realtor  
614.783.8339



# **ON-LINE ONLY! REAL ESTATE AUCTION!**

## **5475 Rauch Rd NW - Carroll, OH**

**Auction Begins to End Sunday Evening  
January 20, 2019 @ 7:00 PM**



**OPEN HOUSE:** Sunday, Jan 13 from 1 to 3PM! Split Level Home features 3-Bedrooms (Possible 4th in Lower Level), 2-Full Bathrooms & 2-Car Attached Garage. Home is located just off Carroll Eastern Road. Home sits upon approximately 0.86+/- of an acre of land and is approximately 1060 Square Feet (From Prop Card). Hardwood Floors throughout the Home & many updates have been completed including: Septic Tank brought up to code (2016), Sump Pump Added (2013), New Well (2008), Roof (2005), Deck (2004), Water Softener Purchased (2004), Please Call to schedule a Showing and Inspection. Homestead Taxes for 2017 were \$1304.36.

**ON-LINE REAL ESTATE TERMS:** 10% *BUYER'S PREMIUM* will be added to the final bid price to establish Contract Selling Price. Property sells AS-IS with Reserve, Reserve is set well below Tax Appraisal; Within (24) hours of the online auction (ending), the successful bidder is to execute the Real Estate Purchase Contract and tender the required \$1,000 nonrefundable earnest money deposit. **NOTE:** We will contact the successful bidder the morning after the auction ends to make arrangements for getting the contract signed & receiving the deposit. \$1,000 deposit (Cash or Certified Bank Check - NO Personal Checks Accepted), balance due at closing. 45 days to close. Property Taxes prorated to closing. Buyer to Pay Title Insurance and any Inspections Required. Agents must Pre-Register at least 24 hours prior to auction & be present at Auction. See [www.dafauction.com](http://www.dafauction.com) for Bid Packet, Agent Registration and Personal Property List.

## **RISE REALTY & Mgmt Co**

**AUCTIONEER/REALTOR – DAVID FLOOD (614) 783-8339**

**ON-LINE BIDDING & MARKETING provided by AO REAL ESTATE® - Chris Davis Realtor-Auctioneer**

See [www.auctionzip.com](http://www.auctionzip.com) (ID 5526) for Flyers & Pictures

Information is deemed reliable but not guaranteed.



**Rise Realty**  
*& Mgmt Co*

*Decide to Rise*

**DAF**  
**Auction Inc.**



# Property Record Card (Fairfield County, Ohio)

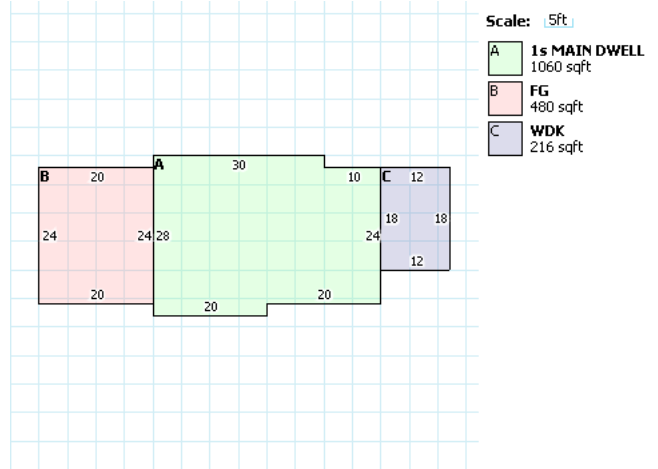
Parcel: 0130007400 Card: 1 of 1

**Owner** GILLENWATER TERRY T & BONNIE S  
**Address** 5475 RAUCH RD NW  
**Land Use** (511) R - SINGLE FAMILY, O-9.999 AC  
**Class** RESIDENTIAL  
**Legal Description** R 19 T 15 S 4 SE

## MAP



## SKETCH



## RESIDENTIAL

Building Style	SPLIT LEVEL	FullBaths	2
Sq.Ft.	1060	Half Baths	0
Year Built	1969	Basement	PART
Stories	1	Basement Area	480
Exterial Wall	STUCCO	Rec Room Area	0
Rooms	7	Heat Fuel Type	ELECTRIC
Bedrooms	3	Heat/Cool	BASIC HEAT
Family Rooms	0	Attic	NONE
Fireplace Openings(Stacks)	1(1)	Trim	72

## LAND

Desc.	Front	Depth	Acreage	SqFt	Value
HOMESITE	0	0	0.86	N/A	\$38,530

## VALUATION

	Appraised	Assessed
Land Value	\$38,530	\$13,490
Building Value	\$76,090	\$26,630
Total Value	\$114,620	\$40,120
CAUV Value	\$0	
Taxable Value	\$40,120	

## PERMITS

## IMPROVEMENTS

## SALES

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**DWELLING COMPUTATIONS**

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Base Price	95,010	% Good	60
Plumbing	2,100	Market Adj.	
Basement	-5,330	Functional	
Heating	0	Economic	
Attic	0	% Complete	
Other Features	18,100	C&D Factor	
		Adj. Factor	1
Subtotal	120,780	Additions	10,000
Ground Floor Area	1,060	Dwelling Value	76,090
Total Living Area			

Building Notes

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**OUTBUILDING DATA**

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Type	YrBlt	EffYr	Size	Area	Gr	Qty	ModCd	PH	FV	%Comp	Value
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0130085500

0130085700

0130007500

0130007310

0130007400

0130007400

RAUCH RD

5475

0130007100

5485

0130007300

0130007330

Ohio Association of REALTORS®  
**Residential Property Disclosure Exemption Form**



**To Be Completed By Owner**

Property Address:

5475 Rauch Rd NW, Carroll, OH

Owner's Name(s):

Bonnie Gillenwater and Kellie Gillenwater Executor

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

**ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.**

**OWNER'S CERTIFICATION**

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: Kellie S. Gillenwater dotloop verified  
01/06/19 3:53 PM EST  
ZGDI-AW2A-XFKE-TKSI

Owner: Bonnie S. Gillenwater dotloop verified  
01/08/19 5:19 PM EST  
RBVX-ON07-BP4F-VIWI

**BUYER'S ACKNOWLEDGEMENT**

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.



## LEAD DISCLOSURE SALES

Property Address: 5475 Rauch Road Northwest Company: \_\_\_\_\_  
 City: Carroll State: \_\_\_\_\_ Zip: \_\_\_\_\_ Company Address: \_\_\_\_\_  
 MLS#: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- \_\_\_\_\_
- (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- \_\_\_\_\_
- (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (initial)

- (c) 

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 Purchaser has received copies of all information listed above.
- (d) 

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 Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

- (f) 

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 Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

01/05/19  
9:40 AM EST  
dotloop verified

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<i>Kellie S. Gillenwater</i> Seller Date	dotloop verified 01/06/19 7:35 PM EST 9YVC-MESW-HWKV-ZI06 <i>Bonnie S. Gillenwater</i> Seller Date
Purchaser Date	Purchaser Date
<i>David Flood</i> Agent Date	dotloop verified 01/05/19 9:40 AM EST C1QP-256D-LYPC-0131 Agent Date



# Rise Realty & Mgmt Co

## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected Rise Realty and Management Co. to help you with your real estate needs.

Whether you are selling, buying or leasing real estate, Rise Realty and Management Co. can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. On these pages is information that explains the various services Rise Realty and Management Co. can offer and our options for working with you.

### **REPRESENTING SELLERS**

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When sellers do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, Rise Realty and Management Co. and the listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. It is the policy of Rise Realty and Management Co. to charge sellers a total commission consisting of six (6) percent of the selling price of the property on real estate transactions at the time of closing.

### **REPRESENTING BUYERS**

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. Rise Realty and Management Co. and the buyer's agent that represents a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and, account for any money they handle in the transaction. It is the policy of Rise Realty and Management Co. to charge buyers a total commission consisting of the cooperative split (expressed as a percentage) from the listing broker.

### **DUAL AGENCY**

Occasionally the same agent who represents the seller also represents the buyer. This is referred to as dual agency. When Rise Realty and Management Co. and its agents become "dual agents," they must maintain a neutral position in the transaction. Rise Realty and Management Co. and the agent may not advocate the position of one client over the best interests of the

other client, or disclose any confidential information to the other party without written consent. In the event Rise Realty and Management Co. and its agents become dual agents, it is the policy of Rise Realty and Management Co. to charge seller a total commission consisting of six(6) percent of the selling price of the property and to charge buyers a total commission consisting of the cooperative split (expressed as a percentage) from the listing broker.

In the event that you refuse to consent to dual agency or seek to terminate the agency relationship as a result of the proposed dual agency, Rise Realty and Management Co. management may determine which agency relationship to terminate. You may request that a separate agent of Rise Realty and Management Co. be appointed to represent your interests or you may terminate your agency relationship and seek representation from another brokerage, however, you may be obligated to pay a commission to Rise Realty and Management Co.

### **DIFFERENT RISE REALTY AND MANAGEMENT CO. AGENTS REPRESENTING THE BUYER AND SELLER**

On occasion, the buyer and seller will each be represented by two different agents from Rise Realty and Management Co. In this case, the agents may each represent the best interest of their respective clients but Rise Realty and Management Co. and its management level licensees will be considered dual agents. As a dual agent, Rise Realty and Management Co. and its management level licensees will maintain a neutral position and cannot advocate for the position of one client over another. Rise Realty and Management Co. will also protect the confidential information of both parties.

### **SUBAGENCY**

Rise Realty and Management Co. does not act as a subagent nor allow other brokerages to act as a subagent for a seller.





# CONSUMER GUIDE TO AGENCY RELATIONSHIPS



We are pleased you have selected AO Real Estate to help you with your real estate needs. Whether you are selling, buying or leasing real estate, AO Real Estate can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. On these pages is information that explains the various services AO Real Estate can offer and their options for working with you.

## **Representing the Sellers**

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

## **Representing Buyers**

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

## **Dual Agency**

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

## **Representing Both the Buyer & Seller**

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

## **Subagency**

AO Real Estate does not act as a subagent nor allow other brokerages to act as a subagent for a seller.

## Cooperating With Other Brokerages

AO Real Estate will cooperate with other brokerages on an equal and consistent basis. This means AO Real Estate and its agents will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner. A buyer's broker may be compensated by a seller through AO Real Estate's offer of compensation, unless specifically requested otherwise by the seller, even though the

buyer's brokerage represents the buyer's interests. Alternatively, a buyer's broker may be compensated directly by the buyer pursuant to an agreement between buyer and buyer's broker. AO Real Estate does reserve the right, in some instances, to vary compensation offered through marketing services. AO Real Estate may accept compensation from listing brokers even though AO Real Estate represents the buyer. AO Real Estate will not offer compensation to nor cooperate with subagents.

### A SIGNED COPY OF THIS CONSUMER GUIDE TO AGENCY RELATIONSHIPS MUST BE RETAINED BY THE REALTOR.

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*Ohio law requires that AO Real Estate provide you this Consumer Guide and ask you to sign the form to below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.*

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Name

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

#### FAIR HOUSING STATEMENT

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 9/29/11)

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# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 5475 Rauch Rd NW, Carroll, OH 43112

Buyer(s): \_\_\_\_\_

Seller(s): Kellie Gillenwater and Bonnie Gillenwater

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by David Flood, and Rise Realty & Mgmt Co  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) David Flood and real estate brokerage Rise Realty & Mgmt Co will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

<small>BUYER/TENANT</small>	<small>DATE</small>
<small>BUYER/TENANT</small>	<small>DATE</small>

<small>SELLER/LANDLORD</small>	<small>DATE</small>
<small>SELLER/LANDLORD</small>	<small>DATE</small>

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100





# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 5475 Rauch Rd NW, Carroll, OH 43112

Buyer(s): \_\_\_\_\_

Seller(s): Kellie Gillenwater and Bonnie Gillenwater

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by Chris Davis, and AO Real Estate  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Chris Davis and real estate brokerage AO Real Estate will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

<small>BUYER/TENANT</small>	<small>DATE</small>
<small>BUYER/TENANT</small>	<small>DATE</small>

<small>SELLER/LANDLORD</small>	<small>DATE</small>
<small>SELLER/LANDLORD</small>	<small>DATE</small>

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100